



Texas Department of Licensing and Regulation

920 Colorado
Austin, Texas 78701

REQUEST FOR PROPOSALS

LICENSE EXAMINATIONS

RFP # 452-5-0372

February 25, 2015

TABLE OF CONTENTS

		Page
SECTION I	GENERAL.....	3
SECTION II	STATEMENT OF WORK.....	4
SECTION III	PROPOSAL INFORMATION.....	9
SECTION IV	GENERAL TERMS AND CONDITIONS.....	10
SECTION V	PROPOSAL EVALUATION AND AWARD.....	11
SECTION VI	INQUIRIES.....	13
SECTION VII	HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs).....	13
SECTION VIII	SUBCONTRACTING.....	14
SECTION IX	CONFLICTS OF INTEREST.....	15
SECTION X	PROTEST PROCEDURES.....	16
SECTION XI	TIE BREAKER.....	16
SECTION XII	CHANGE MANAGEMENT.....	16
Attachment A	Types and Number of Examinations	
Attachment B	Proposal Content	
Attachment C	Cost Proposal Format	
Attachment D	Execution of Offer	
Attachment E	General Terms and Conditions	
Attachment F	Evaluation Form	
Attachment G	HUB Subcontracting Statement	
Attachment H	Conflict of Interest and Antitrust Statement	
Attachment I	Criminal Conviction Certification	
Attachment J	Contract with Exhibits 1-5	

LICENSE EXAMINATIONS

SECTION I GENERAL

1. **SCOPE:** This Request for Proposal ("RFP") is prepared by the Texas Department of Licensing and Regulation, (the Department or TDLR) an agency of the State of Texas, which sets forth the requirements to fulfill its statutory obligation under the Texas Occupations Code, to provide minimum competency license examinations as part of the application process for obtaining licenses in this state.
 - 1.1. The type and number of examinations administered by or for the State for last fiscal year is shown in Attachment A. These examination types are included as part of the contract resulting from this RFP. There may also be other examination types not listed here that may be added during the period of the contract.
 - 1.2. Examinations are to be administered by the Vendor. The Vendor shall prepare applicant study material which includes references, on which the examination is based, sample questions and an examination content outline.
 - 1.3. The Department has defined a set of mandatory service requirements that are included in SECTION II, STATEMENT OF WORK. Vendors must document any previous experience in delivering each required service.
 - 1.4. Responses to this RFP will be evaluated by the Department. The Department may seek input from other state agencies in evaluating RFP responses. The Department's intention is to procure the most efficient, cost-effective, and professional examination services.
 - 1.5. Vendors are required to develop and administer examinations, pass/fail letters and documentation in at least English and Spanish and Vietnamese for selected examinations shown in Attachment A. Vendors may include a separate amount in their proposal for additional languages.
 - 1.6. At a minimum, vendors are required to hold examinations in each of the following areas: Central Texas, Dallas/Fort Worth Metroplex, greater Houston, West Texas and South Texas.
 - 1.7. The Department may award a contract to one, multiple, or no vendors depending on the content and scoring of submitted proposals and Vendor qualifications, including best value as defined in paragraph 1.10 below.
 - 1.8. Vendors may subcontract for examination development from other entities provided the subcontracted services are specifically identified and the subcontractors qualifications and experience are stated with the same specificity as Vendors.
 - 1.9. For each stated examination service listed in this RFP, Vendors may also submit multiple options giving the Department alternate choices for the resulting contract. Each alternate option shall state the associated costs.
 - 1.10. Any award of a contract will be made to the Vendor whose proposal best meets the needs

of the Department. The needs of the Department include the best value standard in Texas Government Code 2155.074.

- 1.11. The Department reserves the right to reject all proposals and not issue a contract based on this RFP.
- 1.12. TDLR does not guarantee any minimum amount of work under the contract. Actual fees for the services rendered under the contract shall be reimbursed only after receipt and approval by the department of agreed deliverables and supporting detailed invoices. Payment shall be made in accordance with the Texas Prompt Payment Act.
- 1.13. The Department shall not prepay any amounts under the contract. Travel expenses (if any) must be included in the fully-loaded costs. No additional allowances will be made for travel expenses in the Contract.
- 1.14. **CONTRACT TERM:** A contract, if any, will be effective upon signing by the Department and the Vendor for an initial term starting September 1, 2015 and ending August 31, 2017, with an option to extend for two, 2-year periods at the sole discretion of the Department. The Department, without invalidating the purchase order may order changes within the general scope of the purchase order consisting of additions, deletions, or other revisions. All such changes will be authorized by a purchase order change notice executed by a Department authorized purchaser. Costs shall remain the same for the initial term of the contract. Costs for subsequent renewal periods must be specified in the Vendor's Proposal, pursuant to the cost quotation in SECTION III.
- 1.15. **DEFINITIONS:** The following terms and phrases shall have the meanings assigned unless the contract indicates a contrary meaning.
 - a. **Department** - The Texas Department of Licensing & Regulation
 - b. **Fiscal Year** – September 1 to August 31.
 - c. **Respondent** – Any individual, partnership, or corporation submitting a timely proposal in response to this RFP.
 - d. **State** – State of Texas
 - e. **Vendor** – Any individual, partnership, or corporation who is capable of providing the requested service.

SECTION II STATEMENT OF WORK

2. **SERVICE REQUIREMENTS:** The scope of work to be performed is identified by the requirements listed below. The Vendor must describe how these requirements will be met. The Vendor must also describe any Department resources needed to meet these requirements.

2.1. EXAMINATION DEVELOPMENT:

- 2.1.1. Examination Construction - Vendors shall include a description of the methodology and processes used to construct examinations developed for and in accordance with this RFP.

This description shall at a minimum include the job/task analysis, item count, how much time an applicant is allowed to complete an examination, the repetition of items and the method used for item development. Include a discussion of the procedures used for pre-testing, item review, and form update. Procedures should ensure, in a manner consistent with accepted test construction standards, that all items are reviewed for appropriateness for use in the assessment of entry level applicants for each examination type. Describe the process for the Department to review and approve items in the item bank and to review new items as developed prior to being used in an examination. The Vendor must also review all examinations on an approved periodic schedule set by the Department.

- 2.1.2. Multiple Language Support - Describe Vendor's experience and abilities developing and administering multiple language examinations.
 - 2.1.3. Examination Quality Control - Describe methods that will be used to ensure examinations are developed and produced accurately and under secure conditions.
 - 2.1.4. Technical and Statistical Examination Analysis - Provide a description of equating or other procedures used to ensure comparability across different forms of each of the examinations. Additionally, provide a description of procedures used to analyze item and examination statistics. This description should include advising the Department on item and form statistics.
 - 2.1.5. Cut Score Studies - Describe process for conducting studies to determine the most appropriate passing standard for each of the examinations.
 - 2.1.6. Appeal and Legal Support - Describe Vendor support to be provided to the Department in the event of examination appeal or challenge to the validity or content of an examination developed by the Vendor.
 - 2.1.7. Describe the procedure to be used in evaluating requests for special examinations based on disabilities claimed under ADA statutes and the Vendor support to be provided to the Department in the event of a complaint concerning ADA requirements. If subcontractors are involved, subcontractors must describe how they will comply with the requirements of this subsection for which they will perform any portion of the contracted work under this RFP.
- 2.2. **EXAM DELIVERY:** Examinations conducted pursuant to this RFP and resulting contract shall be administered based on the following steps. The Vendor must describe in detail how it will implement these steps.
- 2.2.1. Department shall determine applicant eligibility and will notify Vendor electronically of that eligibility. There may be examination types where the applicant may apply directly to the Vendor instead of establishing eligibility first with the Department. Vendor shall terminate eligibility as directed by the Department.
 - 2.2.2. If Vendor determines eligibility, Vendor shall then notify applicant of eligibility by mail (and email if available) and include information about the examination including how to schedule taking the examination.
 - 2.2.3. Vendor shall allow all eligible applicants to schedule for the examination via telephone and Internet and may collect the fee required to sit for that examination. Vendor may

quote different fees for online vs. telephone scheduling. Vendor shall provide the Department the ability to view the site schedules online. Vendor must be able to test an applicant at an approved site of the applicant's choice within two weeks of the time the applicant contacts the Vendor. Further, the Vendor must provide for applicants to schedule at least two months in advance.

- 2.2.4. Vendor shall reschedule an applicant wishing to take the examination at another time or place as defined in and pursuant to 16 Texas Administrative Code Chapter 60. This must be performed at no additional charge if done two days prior to the examination date or if the applicant is rescheduling due to an emergency, as determined by the Department. Otherwise, the applicant shall forfeit their fee and may be rescheduled by paying another fee.
- 2.2.5. Vendor shall refund an examination fee to an applicant if the applicant provides written notice at least 10 days prior to the scheduled examination date or if the applicant is unable to take the scheduled examination due to an emergency, as determined by the Department.
- 2.2.6. Vendor administers the examination, scores the examination and prints the applicant a score letter while on site. The score letter must include a strength and weakness report based on the examination content outline and, if necessary, notifies the applicant of how to schedule another examination. If an examination is delivered in a foreign language, the Vendor shall display the English question for each item on the foreign language exam. For an examination not available in a foreign language, Vendor shall provide to the candidate the option to have the examination translated in the language desired. Vendor must also have the ability to print a temporary license on site for qualifying candidates. The temporary license must include a strength and weakness report based on the examination content outline and a passport quality photograph including the license number on the temporary license. The Vendor must describe the process for issuing a pass/fail score report or a temporary license on site for qualifying candidates. Candidate score letters must be available to the Department online.

Scores shall be sent to the Department electronically in a batch once a day. The format of and procedures used in the daily electronic batch shall be defined by the Department.

- 2.2.7. Electronic Testing System – Examinations shall be delivered via an electronic testing system. This system must be capable of displaying images (still or motion) referred to by examination items. Identify any parts of the Vendor's system that require special interfaces or other exceptions to accommodate electronic test delivery. Vendor shall provide the ability to have all items spoken (via earphones). Applicants shall be allowed to "click" on an icon on the test screen and have the item read an unlimited number of times. As an alternative to this requirement, a Vendor may provide a person to read the examination to the applicant at no additional cost. Readers are not allowed to be related to or otherwise acquainted with the applicant.
- 2.2.8. Price quotations must identify, if any, costs associated with collection of examination fees.

2.3 Examination Security - Proposals must describe the established policies and practices deployed to discourage memorization and other threats to the security and confidentiality of examination

materials. Within 90 days of the contract and again every two years, the Vendor shall provide an independent audit report concerning the effectiveness of the security measures taken by the Vendor and if the Vendor is adhering to the policies and practices.

- 2.3.1 In addition to the paragraph above, minimal examination security shall provide the following:
 - 2.3.2 Vendor shall take a passport quality photograph of each applicant each time the applicant sits for an examination with a uniform background. The photograph shall appear on the score letter required by 2.2.6. Further, the photograph shall be accessible electronically by the Department on a daily basis. The Vendor shall also capture the applicant's signature electronically each time the applicant sits for an examination. The signatures shall also be accessible electronically by the Department on a daily basis.
 - 2.3.3 During the examination, the Vendor shall monitor all candidates with security cameras which includes audio; the output of which must be digitally recorded, retained for a period of at least 90 days from the date of the examination and viewable and downloadable by the Department from the vendors' secure website. The Vendor shall notify the Department as soon as is practicable when a candidate is suspected of a cheating violation. Upon request, Vendor shall provide the department with any video of an examination. All videos must be at a minimum compatible with Windows Media 7. Videos must be of adequate size so that any activity can be easily viewed for potential violations.
 - 2.3.4 At the test site, Vendor shall provide a lockable container for each candidate to place any and all personal items. Vendor shall ensure that no personal items are taken into the examination room.
 - 2.3.5 Vendor shall electronically scan required applicant identification documents and retain the images for a period of at least one year from the date of the examination. These images must be viewable and downloadable by the Department from the vendors' secure website.
 - 2.3.6 Vendor shall describe any other security measures that it will deploy during the terms of the contract, if any, resulting from this RFP. If the Vendor does not propose to provide additional security measures, the response to this RFP should say so.
- 2.4 **Study Material** - Proposals must describe a plan for and production of study materials for each examination which shall contain at least an examination outline, references and sample questions for each examination. The outline shall consist of the examination content areas and the percent each content area is of the entire examination. Each content area may not cover more than 25% of the examination. Further, the Vendor shall develop a web based sample examination that closely resembles the actual examination software environment a candidate will experience at the Vendor examination site.
- 2.5 **Applicant Inquiries** - Proposals must describe the services the Vendor will provide for applicant inquiries and for resolving applicant concerns in a timely, efficient manner. Proposals must indicate if these services are to be provided directly by the Vendor or subcontractor.
- 2.5.1 Proposals must contain procedures addressing candidates not receiving scores at the examination site and procedures addressing scores later determined to be inaccurate.

- 2.5.2 Proposals must describe a plan providing for the storage and retrieval of applicant response data for a period of at least one year from the date of examination.
- 2.5.3 Applicant Reports/Letters - The specific text of all documentation provided to applicants shall be subject to the Department's approval.
- 2.5.4 Reports to the Department - Proposals must contain a plan to provide reports to the Department regarding examination results, including a monthly report summarizing common examination statistics as specified by the Department. The Vendor must also provide school reports summarizing the percent pass as specified by the department. All reports, including score reports with photographs, must be accessible to and downloadable by the Department via a secure website.
- 2.6 Equipment Maintenance – Proposals must contain a plan to evaluate all exam sites on a regular basis to keep all computers, chairs, tables, sinks, cameras and any other equipment used in the administration of exams in proper working order.
- 2.7 Education Seminars and Department Meetings - Proposals must contain a plan to sponsor seminars, or participate in conferences, at least annually in Texas, covering matters agreed upon by the Department and the Vendor. The cost of sponsoring seminars or participation in conferences is the responsibility of the Vendor. In addition, if required by the Department, the Vendor must plan to meet with the Department at least annually, for the purpose of presenting and explaining testing program activities and national trends in the testing field. The cost of attending a meeting with the Department is the responsibility of the Vendor. These meetings are in addition to any initial meetings prior to the start of testing. Proposals must also contain a plan for training raters and proctors. The Vendor shall describe the training procedures in detail on how the procedures will be deployed during the terms of the contract.
- 2.8 Technology Changes – Proposals must contain an annual report on the continuous process of improving technology. At least annually, a report shall be developed and submitted to the department on how the Vendor will utilize the advancements in the technology industry to help provide better services for our candidates and the department.
- 2.9 Describe the procedure to be used to support special examination situations. Such support may include granting additional time to take an examination.
- 2.10 Additional Features – Proposals must describe all additional services or service features offered by the Vendor that have not been specifically addressed in previous sections, to include the following:
- 2.11 Optional proposal for placing photo on a credit card sized license and printing it at the exam site for new applicants and existing licensees. Licenses shall contain bar code of license number.
 - 2.11.1 Optional proposal for examination development services described by 1.1.
 - 2.11.2 Optional proposal for examination delivery services described by 1.2. The pricing should show the minimum charge and an additional amount per hour for exams.

**SECTION III
PROPOSAL INFORMATION**

3. **SCHEDULE OF EVENTS:** The Department anticipates that the selection of a Vendor and execution of a contract will proceed according to the following approximate schedule:

EVENT	DATE
Issue RFP	February 25, 2015
Deadline for Submission of Questions	March 13, 2015
Pre-proposal conference	March 19, 2015
Deadline for Submission of Proposals	April 27, 2015
Evaluation Decision	May 11, 2015*
Testing Start Date	September 1, 2015**

* or as soon thereafter as practicable

**or by mutual agreement

3.1. PRE-PROPOSAL CONFERENCE

Attendance at the pre-proposal conference is optional. The purpose of the Pre-Proposal Conference is to review the RFP document and specifications to assist vendors in submitting a responsive proposal. The location of the pre-proposal conference is:

Texas Department of Licensing & Regulation
920 Colorado
7th Floor Public Meeting Room
Austin, Texas 78701

3.2. PROPOSAL REQUIREMENTS

- 3.2.1 Proposals must be organized and contain the information in the order set out in Attachment B. Proposals submitted without the required organization will not be evaluated or otherwise considered, as nonresponsive to the RFP. The Department reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the State. In addition to the required materials and organization, Respondents may provide any other information deemed relevant to the Department in evaluating the Respondent's proposal.
- 3.2.2. The proposal must provide a straightforward, concise description of the Vendor's capabilities to satisfy requirements of the RFP. All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as set out in Attachment B, to include

General Organization, Transmittal Letter, Vendor Qualifications and Experience, Proposed Workplan, Project Approach and Methodology, and Vendor and Proposed Subcontractor(s) Project Personnel and Organizational Information,

3.3. COST QUOTATION

The Vendor cost quotation shall include a single amount for each examination type. These amounts must include examination development, translation, delivery, scheduling, scoring and maintenance. These amounts will be paid by the applicant and will be the only reimbursement the Vendor will receive for this contract. No other reimbursement will occur on behalf of the state. Fees must be firm for the initial period of the contract and must be stated for the subsequent renewal periods. Specify all services that will be provided for these fees. Optional services for additional fees may be considered. Cost quotations must be provided in the format contained in ATTACHMENT C.

3.4. EXECUTION OF OFFER

Vendor must sign the Execution of Offer Statement contained in ATTACHMENT D and attach it to the proposal. Failure to sign and return the Execution of Offer with the response will result in rejection of the response.

SECTION IV GENERAL TERMS AND CONDITIONS

4. Unless excepted to in the transmittal letter, Vendor agrees to and accepts the General Terms and Conditions contained in ATTACHMENT E.

4.1. SUBMISSION

- 4.2. All proposals shall be received and time stamped at the Department prior to the date and time specified in the Schedule of Events. A late proposal will not be accepted.

- 4.3. Respondents shall submit **one original and four copies** of the proposal. Further, respondents shall submit one PDF (on CD or other electronic media) copy of the proposal. Pages should be numbered and contain an organized, paginated Table of Contents corresponding to sections and pages of the proposal.

- 4.4. The proposal must be on 8½" x 11" paper in 3-ring binders and contain all information required by this RFP. Proposals shall be placed in a separate envelope/package and correctly identified with RFP number, submittal deadline/opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the proposal to the Department by the specified date.

- 4.5. Any addenda issued by the Department before the proposal submission date shall become a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to determine that the proposal addresses all addenda issued prior to the proposal submission date.

- 4.6. Respondents to this RFP are responsible for all costs of proposal preparation.

- 4.7. Proposals shall be submitted to the Department by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Delivery
Texas Department of Licensing and Regulation Attn: Purchasing P.O. Box 12157 Austin, TX 78711-2157	Texas Department of Licensing and Regulation Attn: Purchasing 920 Colorado Austin, TX 78701 (Hours – 8:00 AM to 5:00 PM CT)	Texas Department of Licensing and Regulation Attn: Purchasing 920 Colorado Austin, TX 78701 (Hours – 8:00 AM to 5:00 PM CT)

- 4.8. Proposals will be opened at the department offices, 920 Colorado, Austin, Texas 78701. Proposals will be accepted until the date and time established for receipt, then opened. Only the names of the respondents who submitted proposals will be read.
- 4.9. Telephone, e-mail, and facsimile proposals are not an acceptable response to an RFP.
- 4.10. Responses submitted shall constitute an offer for a period of ninety (90) days.
- 4.11. Proposals shall be prepared in accordance with Section 3.2 “PROPOSAL REQUIREMENTS”. Proposals not complying with this format may not be considered. See Section 3.2 and ATTACHMENT B.
- 4.12. Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline described in Section III – “SCHEDULE OF EVENTS”. Proposals received after the deadline will not be considered.
- 4.13. Proposals submitted in response to the RFP will become the property of the Department. All copyrighted material must be clearly marked as such. All proposals received will remain confidential until the contract, if any, resulting from this RFP, is signed by the Departmental representative and the successful Vendor. Thereafter, the proposals shall be presumed to be public records as defined in Chapter 552, Texas Government Code.
- 4.14. If a Vendor claims portions of its proposal are exempt from disclosure under Texas law, the Vendor must identify those portions in its transmittal letter. The transmittal letter must identify the page, the particular exemption, and cite the legal authority upon which the Vendor relies. Each page claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right hand corner of the page.
- 4.15. The Department will consider the Vendor's request(s) for exception from disclosure; however, the Office of the Attorney General of Texas will make a final decision based upon applicable laws.

SECTION V PROPOSAL EVALUATION AND AWARD

5. A team of department staff will evaluate the proposals.
- 5.1 TDLR Staff will review all proposals for compliance the minimum proposal requirements in Attachment F, which includes proposal filed timely, proposal format, execution of offer, no negative statements concerning examination development or delivery from current or prior customers, and HUB subcontracting plan. The proposal found to be in compliance will then be distributed to the members of an Evaluation Committee established by TDLR. All

proposals meeting the minimum criteria will be evaluated according to the criteria and weights set forth in the evaluation form as shown in ATTACHMENT F to this RFP.

- 5.2 The Evaluation Committee may, but is not required to; schedule an oral presentation from each qualified Vendor of the information contained in each such Vendor's proposal. TDLR may also require, in its sole judgment and discretion, an oral presentation from certain Vendors. All team members of any Vendor selected for an oral presentation must be present at the oral presentation before the Evaluation Committee. Any invitation for an oral presentation will be solely for the purpose of clarifying proposal received from such qualifying Vendors and will not represent any decision on the part of the Evaluation Committee as to the selection of Selected Vendor. Oral presentations, if any, are anticipated to occur as soon as practical. An oral presentation or appearance before the Evaluation Committee is purely optional and is solely at the discretion of the Evaluation Committee. The Evaluation Committee may elect to score each proposal and make its recommendation without scheduling any oral presentations or interviews.
- 5.3 If TDLR directs Staff to conduct preliminary negotiations, the negotiations will be preliminary in nature, are limited in scope to enhancements to the written proposal and are not binding on TDLR unless and until incorporated into a fully executed Contract with Selected Vendor. Examples of enhancements may include additional services, allocations of personnel, accelerated timelines and lower costs. Despite the possibility of preliminary negotiations for enhancements, Vendors are strongly encouraged to submit their best and final offer in the original proposal.
- 5.4 Upon the approval of a Selected Vendor, TDLR will proceed with contract negotiations and attempt to finalize a Contract with Selected Vendor. TDLR anticipates that these negotiations will involve few issues and be expedited; however, if a Contract cannot be successfully negotiated within a reasonable period of time as determined by TDLR not to exceed 14-working days, contract negotiations will be terminated, and negotiations with the next highest-ranking Vendor may commence. This process may continue until a contract is signed or the RFP is withdrawn. However, TDLR reserves the right, in its sole discretion, and at any time upon failure of negotiations, to reissue or withdraw the RFP rather than continue with negotiations.
- 5.5 As soon as possible after the execution of the Contract with Selected Vendor, all other Vendors will be provided with formal notification via facsimile. TDLR will make every reasonable effort to fax this notification within one business day of the date the Contract is fully executed.
- 5.6 TDLR may conduct Best and Final Offers with selected Respondent(s). If necessary, a request for a Best and Final Offer will be requested in writing. TDLR will use the best value standard to evaluate the finalists and make a recommendation for award.
- 5.7 TDLR may use information obtained from the State of Texas Vendor Performance Tracking System in evaluating responses to this RFP to determine the best value for the state.
- 5.8 Within 15 days from the execution of the contract, the Vendor must provide to the contract manager identified in Section 6.5 the detailed implementation plan identifying the tasks listing and describing the major steps proposed for each task and providing the time frames in which they are to be completed as described in the workplan required in Attachment B Paragraph 6..

SECTION VI INQUIRIES

6. Inquiries and Post-Execution Questions

- 6.1 All inquiries shall be submitted in writing to Ben Delamater at fax # (512) 475-2854 or by e-mail to ben.delamater@tdlr.texas.gov
- 6.2 No interpretations made to any Vendor as to the meaning of the RFP shall be binding on the Department unless received in writing and distributed as an addendum by the Department. Interpretations and/or clarifications must be requested in writing from the Department. All such written requests must specify the section(s), paragraph(s) and page number(s) to which the request refers.
- 6.3 The Vendor shall determine by personal examination, and by such other means as may be preferred, the actual conditions and requirements under which the contract must be performed. If, upon inspection and examination by the Vendor, there are any existing conditions or requirements of the service which are not completely understood, the Vendor shall contact the Department as prescribed in Section 6.1.
- 6.4 The Department reserves the right to modify or cancel this RFP, in whole or in part. The Department will publish the RFP and any modifications or cancellations on the TDLR web page located at: <http://www.tdlr.texas.gov> and the Texas Electronic State Business Daily
- 6.5 After execution of the Contract, Selected Vendor shall direct all questions regarding the contract to TDLR's Project Manager:

Ray Pizarro, Director
Education and Examination Division
P.O. Box 12157
Austin, Texas 78711
(512) 463-4190 (phone)
(512) 463-1512 (fax)
Ray.Pizarro@tdlr.texas.gov (e-mail)

- 6.6 TDLR will use reasonable best efforts to provide reasonable and timely resolutions to questions of policy or procedure as they may affect selected Vendor's efforts. Key TDLR staff will be available to selected Vendor on a reasonable basis but may not be available on state holidays or weekends.

SECTION VII HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

- 7.1 Historically Underutilized Businesses (HUBs) as defined in V.T.C.A., TX Govt. Code, §2161.001, are encouraged to submit a Proposal for the services requested in this RFP. Vendors are encouraged to become HUB certified.
- 7.2 TDLR has adopted the Policy on Utilization of Historically Underutilized Businesses (HUB). If TDLR determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposal. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Proposal.

- 7.3 **STATEMENT OF PROBABILITY:** TDLR has determined that subcontracting opportunities are probable in connection with this project. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the proposal. The respondent shall develop and administer the HSP as a part of the respondent's Proposal in accordance with the TDLR Policy on Utilization of HUBs. (See ATTACHMENT G). The respondent may choose to subcontract any portion of the services to Historically Underutilized Businesses that they cannot complete with their own staff and resources.
- 7.4 The HUB subcontracting goal for this project is 33% Texas minority and/or woman owned business participation.
- 7.5 Vendors that are not certified and who wish to become certified should complete the HUB Certification application available at: <http://www.window.state.tx.us/procurement/prog/hub/hub-certification>. The Texas Comptroller of Public Accounts at 1-888-863-5881 can assist with questions regarding the requirements for certification. The respondent should also relay this information to any potential subcontractors who wish to become a certified HUB.
- 7.6 Respondents that are certified as a HUB with the Texas Comptroller of Public Accounts should attach a copy of the certificate to the Proposal. If proposals contain subcontracts, vendors are encouraged to subcontract with historically underutilized businesses.
- 7.7 Vendors are encouraged to collaborate with TDLR to develop mentor protégé opportunities. Under 34 TAC 20.28 participation in a Mentor Protégé Program under TX GOVT Code §2161.065 is voluntary.
- 7.8 Proposals that are required to submit an HSP and fail to submit an HSP will be rejected for noncompliance with the advertised contract specifications.
- 7.9 The Vendor awarded the contract will be responsible for maintaining business records documenting compliance and shall make a compliance report to TDLR as requested.

SECTION VIII SUBCONTRACTING

- 8.1 Respondents are required to submit a HUB Subcontracting Plan (HSP) for proposals valued at \$100,000 or more whether they are subcontracting or not.
- 8.2 If the Respondent is a HUB, a HSP is still required in order to identify the percentage of the work to be performed by subcontractors regardless of the value of the proposal.
- 8.3 The HSP will be incorporated into the contract between TDLR and the selected Vendor. The selected respondent shall submit a report for each billing cycle in which a payment was made to a HUB during the term of a contract.
- 8.4 Vendor must supply detailed information concerning any subcontractors, including franchisees, who are part of the proposal, or to be used during completion of work on the project, to include the following:
- 8.4.1 Name and address of subcontractor(s); detailed description of services to be provided by the subcontractor.

- 8.4.2 Resumes for subcontractor personnel assigned to the project.
- 8.4.3 Documented experience of the subcontractor in successfully performing work on similar projects to that required by this RFP.
- 8.4.4 Three client references for the subcontractor including names, addresses and phone numbers.

SECTION IX CONFLICTS OF INTEREST

- 9.1 By submitting a proposal in response to this RFP, Vendor represents and warrants to TDLR that it and its personnel have the requisite professional expertise, resources and independence to perform the Services free from outside direction, control, or influence, and subject only to the accomplishment of Contract objectives. Vendors who cannot make this representation and warranty should not respond to this RFP.
- 9.2 In its proposal, Vendor must disclose any existing or potential conflicts of interest or appearances of impropriety relative to Vendor's selection as selected Vendor. Proposal must list in chronological order all past, present and anticipated future contractual, business, financial, adversarial or personal relationships between Vendors, and its principals, clients and employees and TDLR. For each item, Vendor must provide a detailed explanation of why Vendor does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Vendor's selection as Selected Vendor.
- 9.3 Other examples of potential conflicts of interest include, but are not limited to, an existing contractual, business, financial or personal relationship between Vendor, its principals, employees, affiliates or subcontractors, and TDLR or any other entity or person involved in any way in the project. Similarly, any personal or business relationship between Vendor, its principals, employees, affiliates or subcontractors, and any employee of TDLR or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict of interest or create the appearance of impropriety must be disclosed. Failure to disclose any such relationships or reveal personal relationships with state employees may be cause for contract termination. TDLR reserves the right, in its sole discretion, to determine if an actual or perceived conflict should result in proposal disqualification.
- 9.4 Each Vendor must reveal any past or existing relationship between Vendor, its principals, employees, affiliates or subcontractors, and any state agency, entity, state employee, or other person in any way involved in the state's procurement and/or contracting processes. TDLR reserves the right, in its sole discretion, to determine if such relationship constitutes a conflict of interest. Each Vendor must also disclose any proposed personnel who are related to any current or former employees of TDLR or the State of Texas.
- 9.5 Under Section 2252.901, Texas Government Code, TDLR may not enter into a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency. Also, under Section 2254.033, Texas Government Code, an individual who offers to provide consulting services to TDLR and who has been employed by TDLR or another agency at any time during the two years preceding submitting the proposal shall disclose in its proposal: (1) the nature of the previous employment with TDLR or the other agency; (2) the date the employment was terminated; and (3) the annual rate of compensation for the employment at the

time of its termination. Vendors must include in their proposal any information that is or may be pertinent to that section, as well as information to assist TDLR in complying with Section 2252.901.

- 9.6 By submitting a proposal and execution of ATTACHMENT H in response to this RFP, Vendor affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same in connection with this procurement.

SECTION X PROTEST PROCEDURES & PERFORMANCE DEFICIENCIES

Protest to this RFP or a contract awarded under this RFP must be submitted in accordance with the procedures established by the Commission in 16 Texas Administrative Code.

In the event of performance deficiencies (work deemed by TDLR as below the minimum stated in the RFP or workplan), TDLR shall first attempt to informally resolve the deficiencies with an informal request for corrective action. If the deficiency is not resolved within 5 calendar days or on a date mutually agreed upon in writing by the parties the issues shall escalate to a formal resolution.

A formal notice of performance deficiencies must be provided to contractor in writing to the person and at the address designated by contractor. If the deficiency is not resolved within 30 calendar days or on a date mutually agreed upon in writing by the parties TDLR may at its sole discretion, terminate the contract.

If TDLR determines in its sole discretion that a performance deficiency is material then TDLR may issue a formal notice of deficiency without invoking the informal process.

SECTION XI TIE BREAKER

In the case of a tie between two (2) or more Respondents, the award will be made in accordance with preferences as outlined in Rule 1, TAC 113.8. If a tie still exists after review of preferences claimed by Respondents, TDLR will draw lots to break the tie.

SECTION XII CHANGE MANAGEMENT

Change orders can be used for necessary project adjustments including removing, adding, or trading scope requirements. This may not always affect project costs. Change Order may only be implemented after review by TDLR's executive management including financial services and the Office of the General Counsel. Upon agreement of both parties, in writing and in accordance with Section 1.14 of this RFP, a formal amendment to this contract may be executed.

ATTACHMENT A

Types and Number of Examinations

September 1, 2013 through August 31, 2014

Occupation	Examination Name	Minutes	Count
Air Conditioning Contractors*	Environmental A	240	708
	Environmental B	180	990
	Commercial Refrigeration A	240	317
	Commercial Refrigeration B	180	159
Auctioneer	Auctioneer	120	262
Barber**	Class A Written	90	1896
	Class A Practical	180	929
	Barber Manicurist Written	65	8
	Barber Manicurist Practical	90	0
	Barber Hairweaving Written	65	3
	Barber Hairweaving Practical	80	0
	Barber Technician Written	30	3
	Barber Technician Practical	50	2
	Barber Tech/Hairweaving Written	75	2
	Barber Tech/Hairweaving Practical	95	2
	Barber Tech/Manicurist Written	75	0
	Barber Tech/Manicurist Practical	90	0
	Barber Instructor Written	75	150
	Barber Hair Braiding Instructor Written	55	0
	Barber Instructor Practical	70	32
Boiler	Boiler	150	17
Cosmetology**	Operator Written	120	16199
	Operator Practical	205	8892
	Manicurist Written	105	5336
	Manicurist Practical	80	3298
	Esthetician Written	105	3578
	Esthetician Practical	85	2104
	Hair weaving Written	65	23
	Hair weaving Practical	80	10

	Manicure/Esthetician Written	120	59
	Manicure/Esthetician Practical	160	20
	Eye Lash Written	60	94
	Eye Lash Practical	60	82
	Wig Written	60	1
	Wig Practical	65	1
	Instructor Written	60	840
	Instructor Practical	65	391
Electricians*	Master	300	2161
	Master Sign	300	29
	Journeyman	240	4900
	Journeyman Sign	240	36
	Journeyman Lineman	120	3
	Maintenance	180	63
	Residential Wireman	240	392
	Appliance Installer	240	542
Polygraph	Poly Written	120	16
	Poly Scenario	60	18
	Poly Practical	XX	19
Property Tax Consultants	PTC	90	144
	PTC Attorney	120	1
	PTC Senior	120	34
Property Tax Professional	TX Collector III (RTC)	120	15
	TX Assessor/Collector Class IV (RTA)	210	29
	TX Appraiser Class III	220	205
	TX Appraiser Class IV (RPA)	360	209
Registered Accessibility Specialists	RAS	120	59
Well Driller and Pump Installer*	General Well Driller	120	130
	Water Well Driller	120	140
	Injection Well Driller	60	3
	Closed Loop Geothermal Well Driller	60	4
	Monitor Well Driller	120	21
	General Pump Installer	120	155

	Single Phase Pump	60	110
	Three Phase Pump	60	93
	Dewatering Well Driller	60	3
	Line Shaft Turbine Pump	60	45
	Windmills, Hand Pump & Pump Jack	60	39

***Examinations must be available in Spanish**

****Examinations must be available in Spanish & Vietnamese**

ATTACHMENT B

Proposal Content

Vendors must include all of the following in their proposal in response to this RFP by the deadline set forth in the Schedule of Events. Failure to provide complete responses to any or all of these questions may result in the proposal being disqualified. Conciseness and clarity of content are required. Vague and general proposal will be considered non-responsive, and will result in disqualification. Proposal pages must be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. All paper responses shall be indexed and submitted in individual three-ring notebooks.

1. General Organization

Proposal must be organized as follows:

- A) Table of Contents
- B) Transmittal Letter
- C) Executive Summary
- D) Vendor Information
- E) Vendor Qualifications & Experience
- F) Proposed Workplan
- G) Project Approach and Methodology
- H) Proposed Personnel & Organizational Information
- I) Cost Proposal
- J) Conflict of Interest and Antitrust Statement
- K) Execution of Proposal
- L) HUB Subcontracting Plan
- M) Criminal Conviction Certification

2. Transmittal Letter

Vendor must submit with their proposal a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by TDLR. The transmittal letter must state that the proposal is valid for **90 days from the deadline for delivery of proposal to TDLR. Any proposal containing a term of less than 90 days for acceptance from this deadline may be rejected as non-responsive.** The transmittal letter must also state the acceptance of the draft contract terms (see **ATTACHMENT J and Exhibits 1-5**); exceptions, if any, must be specifically stated. The transmittal letter must be signed by a person legally authorized to bind Vendor to the representations in the response. The transmittal letter should include a statement of why Vendor believes that it is the most qualified Vendor to provide the requisite services.

3. Executive Summary

Vendor must provide an executive summary of its proposal and represent that its proposal addresses all of the requirements of this RFP. The executive summary must not exceed five pages, and must represent a full and concise summary of the contents of the proposal. The

executive summary must not include any information concerning the cost of the proposal. Vendor must identify any services that are provided beyond those specifically requested. If Vendor is providing services that do not meet the specific requirements of this RFP, but in the opinion of Vendor are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, failure to provide the services specifically required may result in disqualification of the proposal.

4. Vendor Information

Vendor must provide the following identifying information:

- name and address of Vendor firm submitting the proposal;
- all principals;
- type of business entity (i.e., corporation, partnership, broker/dealer);
- state of incorporation or organization and principal place of business;
- name and location of major offices, and other facilities that relate to Vendor's performance under this RFP;
- name, address, business and home telephone number, and fax number of Vendor's principal contact person regarding the Contract;
- the Vendor's Federal Employer Identification Number and Texas Tax Identification/Registration Number, if any;
- full name and address for each member, partner, associate, and employee of the Vendor (and any subcontractors) who will perform services on this project;
- a statement regarding the financial stability of Vendor, including the ability of Vendor to perform the requisite services and additional services included in its response;
- detail any firm ownership changes which have occurred in the last five years, including changes pending;
- Vendor's most recent audited financial statement including management letter;
- all affiliated companies and subsidiaries, or any joint ventures or other affiliations;
- describe the vendor's plans to manage, control and supervise the project to ensure satisfactory completion; and
- vendors shall provide an organization chart showing the vendor's proposed structure for this project. This chart must show the relationship of the individuals assigned to this project to the Vendor's overall organizational structure.

5. Vendor Qualifications and Experience

All Proposals must include a detailed listing of the Vendor's experience in providing the requested services. Vendor must provide a profile that:

- describes the general nature of previous similar work performed by Vendor, particularly work in the last five years;

- describes the size and scope of all operations, including number of Vendor's employees and years in business;
- indicates whether any of its examinations have been certified by any national organizations. If no examinations have been certified, the Vendor must indicate its future plans for any such certifications;
- describes Vendor's prior contracting experience with state or federal agencies;
- describes Vendor's capability to provide the requested services;
- contains the names, social security numbers, and qualifications of each partner, shareholder, or owner who owns at least 25 percent of the business entity submitting the proposal;
- a list of those clients for which the Vendor has provided services similar to those outlined in this RFP. Provide a list, by year, of all examination clients for the past three years. Information must include:
 - company name,
 - contact person,
 - address,
 - phone number,
 - examination description, and
 - number of examinees or tests given
- any other information Vendor believes is pertinent to this Proposal.

Vendor must briefly state why it believes its proposed Services best meet TDLR's objectives and RFP requirements.

6. Proposed Workplan

The proposal must include a detailed project workplan, including timeline, deliverables, milestones, tasks, Vendor resources (also TDLR, if any), task dependencies and timelines. **The workplan must reflect a project commencement date of no later than August 31, 2015.** The proposed workplan must demonstrate Vendor's extensive experience in and understanding of the nature of the work required. The proposed workplan must support Vendor's proposed project approach and methodology.

7. Project Approach and Methodology

Vendor must clearly and completely explain its approach to performing each item listed within the scope of work as defined in SECTION II of the RFP. The approach and methodology must support the work effort required to commence the project no later than August 31, 2015. Vendor must clearly indicate by scope of work item, what percent, if any, of the work would be performed from an offsite location from TDLR. Vendor must clearly indicate the location of work to be performed offsite, if any.

8. Vendor and Proposed Subcontractor(s) Project Personnel and Organizational Information

The proposal must identify all personnel who are to be part of the Selected Vendor's team and detail their experience including the primary lead Vendor, together with their educational and professional qualifications and a representative list of relevant client references. TDLR reserves the right, in its sole discretion, to approve each member of the team and to request substitutions.

Vendor must include in the proposal detailed resumes of all proposed personnel who will provide services under the contract. Vendor must also provide for each person:

- a full name (including full middle name);
- social security number;
- a five-year employment history;
- a specific description of relevant experience and skills that person has with the scope of work (limit to one page);
- a specific indication of what role the individual will have in providing the services to TDLR and what percent of those services will be performed on location at the offices of TDLR; and
- any additional helpful information to indicate the individual's ability to aid Vendor in successfully performing the required Services.

Resumes must present the required personnel information in sufficient detail to provide TDLR with a convincing indication that the personnel involved can successfully provide the Services and that the personnel meet the experience requirements set forth in this RFP. The personnel, as identified in the proposal, are considered essential to the Services. No substitutions of personnel following Contract award will be made without the prior written consent of TDLR. All requested substitutes must be submitted to TDLR, together with their resumes, for approval, in accordance with this RFP and any Contract resulting from it.

Each of Selected Vendor's personnel is subject to removal from the Contract by TDLR and replacement personnel must have prior approval by TDLR. TDLR reserves the right, in its sole discretion, to approve each member of the team and to request substitutions. Vendor must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. Selected Vendor's personnel must be clearly reflected in the detailed workplan submitted as part of the proposal. Vendor must assign and identify in the proposal a contact person for the services and provide the person's home telephone number, office telephone number, and fax number.

ATTACHMENT C

Occupation	Examination Name	Annual Volume	Bi-Annual Volume	Term 1 Price	Term 1 Cost	Term 2 Price	Term 2 Cost	Term 3 Price	Term 3 Cost
Air Conditioning Contractors	Environmental A	682	1,364		\$0		\$0		\$0
	Environmental B	910	1,820		\$0		\$0		\$0
	Commercial Refrigeration A	343	686		\$0		\$0		\$0
	Commercial Refrigeration B	237	474		\$0		\$0		\$0
Auctioneer	Auctioneer	262	524		\$0		\$0		\$0
Boiler	Boiler	17	34		\$0		\$0		\$0
Barber	Class A Written	1896	3,792		\$0		\$0		\$0
	Class A Practical	929	1,858		\$0		\$0		\$0
	Barber Manicurist Written	8	16		\$0		\$0		\$0
	Barber Manicurist Practical	0	0		\$0		\$0		\$0
	Barber Technician Written	3	6		\$0		\$0		\$0
	Barber Technician Practical	2	4		\$0		\$0		\$0
	Barber Instructor Written	150	300		\$0		\$0		\$0
	Barber Hair Braiding Instructor Written	0	0		\$0		\$0		\$0
	Barber Instructor Practical	32	64		\$0		\$0		\$0
	Barber Tech/Manicurist Written	0	0		\$0		\$0		\$0
	Barber Tech/Manicurist Practical	0	0		\$0		\$0		\$0
	Barber Tech/Weaving Written	2	4		\$0		\$0		\$0
	Barber Tech/Weaving Practical	2	4		\$0		\$0		\$0
	Barber Hair Weaving Written	3	6		\$0		\$0		\$0
	Barber Hair Weaving Practical	0	0		\$0		\$0		\$0
Cosmetology	Operator Written	16199	32,398		\$0		\$0		\$0
	Operator Practical	8892	17,784		\$0		\$0		\$0
	Manicurist Written	5336	10,672		\$0		\$0		\$0
	Manicurist Practical	3298	6,596		\$0		\$0		\$0
	Esthetician Written	3578	7,156		\$0		\$0		\$0
	Esthetician Practical	2104	4,208		\$0		\$0		\$0
	Hair weaving Written	23	46		\$0		\$0		\$0
	Hair weaving Practical	10	20		\$0		\$0		\$0
	Manicure/Esthetician Written	59	118		\$0		\$0		\$0
					\$0		\$0		\$0

Category	Occupation	Hours	Cost	Notes
Electricians	Manicure/Esthetician Practical	20	40	
	Eye Lash Written	94	188	
	Eye Lash Practical	82	164	
	Wig Written	1	2	
	Wig Practical	1	2	
	Instructor Written	840	1,680	
	Instructor Practical	391	782	
	Master	2161	4,322	
	Master Sign	29	58	
	Journeyman	4900	9,800	
Polygraph	Journeyman Sign	36	72	
	Journeyman Lineman	6	12	
	Maintenance	63	126	
	Residential Wireman	392	784	
	Applicance Installer	542	1,084	
	Written	15	30	
	Scenario	17	34	
	Practical	13	26	
	Collector III (RTC)	12	24	
	Assessor/Collector IV (RTA)	28	56	
Property Tax Professional	Apprasier III	194	388	
	Apprasier IV (RPA)	123	246	
	PTC	144	288	
	PTC Attorney	1	2	
Property Tax	PTC Senior	34	68	
	Registered Accessibility Specialists	59	118	
Well Driller and Pump installer	General Well Driller	130	260	
	Water Well Driller	140	280	
	Injection Well Driller	3	6	
	Closed Loop Geothermal Well Driller	4	8	
	Monitor Well Driller	21	42	
	General Pump Installer	155	310	
	Single Phase Pump	110	220	

	3	6				
Dewatering Well Driller					\$0	\$0
Three Phase Pump	93	186			\$0	\$0
Line Shaft Turbine Pump	45	90			\$0	\$0
Windmills, Hand Pump & Pump Jack	39	78			\$0	\$0
					\$0	\$0

ATTACHMENT D

Execution of Offer

1. By signature hereon, Vendor/Contractor represents and warrants that the provisions in this Execution of Proposal apply to Vendor/Contractor and all of Vendor/Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFP or any contract resulting from it.
2. By signature hereon, Vendor/Contractor represents and warrants its intent to furnish the requested services at the prices quoted in its Proposal.
3. By signature hereon, Vendor/Contractor represents and warrants that its prices include all costs of Vendor/Contractor in providing the requested services that meet all specifications of this RFP, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of Proposal.
4. By signature hereon, Vendor/Contractor represents and warrants that each employee, including 'replacement employees', will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFP.
5. By signature hereon, Vendor/Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested services to TDLR under the RFP and any resulting contract, if any, and that Vendor/Contractor's provision of the requested services under the RFP and any resulting contract, if any, would not reasonably create an appearance of impropriety.
6. By signature hereon, Vendor/Contractor represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
7. By signature hereon, Vendor/Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. In addition, if Vendor/Contractor is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies. Vendor/Contractor represents and warrants that it holds a permit issued by the Office of the Comptroller of Texas to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or represents and warrants that it does not sell tangible personal property or services that are subject to the state and local sales and use tax. Under Section 2155.004, Texas Government Code, Vendor/Contractor certifies that the individual or business entity named in this Proposal or any contract resulting from this RFP is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
8. By signature hereon, Vendor/Contractor hereby represents and warrants that, pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., neither Vendor/Contractor nor the firm, corporation, partnership, or institution represented by Vendor/Contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.

9. By signature hereon, Vendor/Contractor represents and warrants that all statements and information prepared and submitted in response to this RFP are current, complete and accurate.
10. By signature hereon, Vendor/Contractor represents and warrants that the individual signing this document and the documents made part of this RFP and Proposal is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this Proposal.
11. By signature hereon, Vendor/Contractor represents and warrants that if a Texas address is shown as the address of the Vendor/Contractor, Vendor/Contractor qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).
12. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Vendor/Contractor certifies that the individual or business named in the Proposal is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Vendor/Contractor subject to Section 231.006, Texas Family Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Proposal. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name:

SSN:

Name:

SSN:

Name:

SSN:

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

13. By signature hereon, Vendor/Contractor represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exist between Vendor/Contractor and an employee of any TDLR component, and Vendor/Contractor has not been an employee of any TDLR component within the immediate twelve (12) months prior to Vendor/Contractor's Proposal. By signature hereon, Vendor/Contractor certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency. All such disclosures will be subject to administrative review and approval prior to TDLR entering into any contract with Vendor/Contractor. Vendor/Contractor acknowledges that any contract resulting from this RFP may be terminated at any time, and payments withheld, if this information is false.
14. By signature hereon, pursuant to Section 2155.004(a), Texas Government Code Vendor/Contractor represents and warrants that neither it nor any person or entity which will participate financially in

any contract resulting from this RFP has received compensation for participation in the preparation of specifications for this RFP.

16. By signature hereon, Vendor/Contractor represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
17. By signature hereon, Vendor/Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA).
18. By signature hereon, in accordance with Section 2155.4441, Texas Government Code, Vendor/Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
19. By signature hereon, Vendor/Contractor represents and warrants that TDLR's payments to Vendor/Contractor and Vendor/Contractor's receipt of appropriated or other funds under any contract resulting from this RFP are not prohibited by Section 556.005 or Section 556.008, Texas Government Code.
20. By signature hereon, Vendor/Contractor represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Vendor/Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Vendor/Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
21. Under Section 2155.006(b), Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Vendor/Contractor certifies that the individual or business entity named in the Proposal is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
22. By signature hereon and by checking or initialing **either** Subsection (a) **or** Subsection (b), as applicable, Vendor/Contractor represents and warrants the following:
 - (a) _____ Vendor/Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Vendor/Contractor or any of the individuals or entities included in Section 1 of this document that would or could impair Vendor/Contractor's performance under any contract resulting from this RFP, relate to the solicited or similar goods or services, or otherwise be relevant to the agency's consideration of Vendor/Contractor's Proposal. Vendor/Contractor represents and

warrants that it is not aware of any such court or governmental agency actions, proceedings or investigations, etc. against Vendor/Contractor or any of these individuals or entities within the five (5) calendar years immediately preceding the submission of Vendor/Contractor's Proposal in response to this RFP. In addition, Vendor/Contractor represents and warrants that it shall notify TDLR in writing within five (5) business days of any changes to the representations or warranties in this Subsection (a) and understands that failure to so timely update TDLR shall constitute breach of contract and may result in immediate termination of the contract.

(b) _____ Vendor/Contractor is unable to make the representation and warranty in Subsection (a) above and instead represents and warrants that it has included as a detailed attachment in its Proposal, which expressly references this Subsection (b), a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc., and specifically addresses whether any of such past, pending or threatened actions, proceedings or investigations, etc., would or could (1) impair Vendor/Contractor's performance under any contract resulting from this RFP; (2) relate to the solicited or similar goods or services; or (3) be otherwise relevant to the agency's consideration of Vendor/Contractor's Proposal. In addition, Vendor/Contractor represents and warrants that it shall notify TDLR in writing within five (5) business days of any changes to the representations or warranties in this Subsection (b) or attachments in response to Subsection (b) and understands that failure to so timely update TDLR shall constitute breach of contract and may result in immediate termination of the contract.

Vendor/Contractor understands that a Proposal returned without the appropriate checked or initialed representation and warranty and the detailed attachment required in Subsection (b), when applicable, may be automatically disqualified.

25. By signature hereon, Vendor/Contractor represents and warrants that it has read and agrees to all terms and conditions of this RFP, unless Vendor/Contractor specifically takes an exception and offers an alternative provision in Vendor/Contractor's Proposal as provided in **Attachment B, Section 2** of this RFP.

Authorized signatory on behalf of Vendor/Contractor must complete and sign the following:

_____ Authorized Signature	_____ Date Signed
_____ Printed Name and Title of Authorized Signature	_____ Phone Number
_____ Company Name	_____ Fax Number
_____ Federal Employer Identification Number	_____ E-Mail Address

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

IMPORTANT NOTICE: IF YOUR RESPONSE TO THIS SOLICITATION DOES NOT CONTAIN ONE ORIGINAL OF THIS FULLY COMPLETED AND SIGNED EXHIBIT, YOUR RESPONSE MAY BE AUTOMATICALLY DISQUALIFIED FOR FAILURE TO COMPLY WITH THE ADVERTISED SPECIFICATIONS, EVEN IF ALL OTHER MINIMUM QUALIFICATIONS, LETTERS AND EXHIBITS ARE FULLY COMPLETED, SIGNED AND RETURNED. IN THE PROPOSAL RESPONSE MARKED "ORIGINAL", CONSULTANTS MUST ENSURE BOTH FULL COMPLETION AND ORIGINAL INK SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF CONSULTANT.

TEXAS DEPARTMENT OF LICENSING & REGULATION (TDLR), GENERAL TERMS AND CONDITIONS

1. GENERAL REQUIREMENTS:

- 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Solicitation responses must be returned to allow them to be time stamped at the Texas Department of Licensing and Regulation on or before the hour and date specified for the solicitation opening.
- 1.4 Late or unsigned solicitation responses will not be considered under any circumstances. The person signing solicitations must have the authority to bind the firm in contract.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed, unless otherwise stated in the solicitation.
- 1.6 Solicitation prices are requested to be firm for 30 days for goods and 90 days for services from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Solicitations cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the TDLR based on an acceptable written reason.
- 1.8 Purchases made for state use are exempt from the State Sales Tax and Federal Excise taxes. Do not include any taxes in bid responses.
- 1.9 The State reserves the right to accept or reject all or any part of a solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state.
- 1.11 Consistent and continued tie bids could cause TDLR to reject the bid.
- 1.12 The telephone number for FAX submission of bids is (512) 475-2854. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for the failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature.
- 1.14 With regard to RFP Section 2.1.1. Examination Development, the test bank of examination questions developed under this contract are the sole property of TDLR and may be used by contractor upon mutual agreement of the parties.

2. SPECIFICATIONS:

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067 (proprietary). If bidding or offering other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items bid or offered shall be new, unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor at the vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample.
- 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated.
- 2.7 TDLR may need to collect selected information from potential vendors such as name, e-mail addresses, taxpayer identification numbers, references, insurance coverage, and capacity to deliver. The purpose is to facilitate procurement, transport, and payment for commodities and services. TDLR will not sell such information to private entities.

3. **TIE BIDS:** Awards will be made in accordance with 34 TAC §20.36(b) (3) and 20.38 (Preferences).

4. **DELIVERY:**

4.1 Show the number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded.

4.2 If delay is foreseen, the vendor/contractor shall give written notice to TDLR and keep TDLR advised of the status of the order. Default in promised delivery, without accepted reasons, or failure to meet specifications, authorizes TDLR to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to the defaulting vendor.

4.3 No substitutions are permitted without written approval of TDLR or the Texas Comptroller of Public Accounts.

4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TDLR.

5. **INSPECTION AND TESTS:** All goods will be subject to inspection and test by the State. Tests may be performed on samples submitted with the solicitation or on samples taken from regular shipments. Awards may be denied if products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. **AWARD OF CONTRACT:** A response to the solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 & 2156.007 ("best value") shall also be considered in making an award.

7. **PAYMENT:** Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

8. **PATENTS OR COPYRIGHTS:** The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

9. **ASSIGNMENTS:** Vendor/contractor hereby assigns to TDLR any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. §15.01, et seq.

10. **AFFIRMATIONS**

10.1 Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that:

10.2 The vendor has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid or offer.

10.3 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid or offer made to any competitor or any other person engaged in such line of business.

10.4 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation.

10.5 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding child support, the vendor/contractor certifies that the individual or business entity named in this bid or offer is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

10.5.1 Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

10.6 The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of the vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of the purchase order or contract.

10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support owed to the State of Texas.

10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid or offer to be evaluated:

10.9 Name of Former Executive: _____

10.9.1 Name of State Agency: _____

10.9.2 Date of Separation from State Agency: _____

10.9.3 Position with Vendor/Contractor: _____

10.9.4 Date of Employment with Vendor/Contractor: _____

10.10 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in the State of Texas.

10.11 By signing this bid/ offer vendor/ contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0).

10.12 Pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of the vendor/contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The vendor/contractor understands that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. The vendor/contractor further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontract it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, audit documentation, and records of the vendor/contractor relating to this Contract.

11. Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response.

12. NOTE TO BIDDER/ VENDOR: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between TDLR and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. TDLR may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, TDLR will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualifying the bid or offer. In the event of a conflict between the PO and any executed vendor contract, the TDLR purchase order shall prevail.

13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services, for which this chapter applies, must be resolved under the provisions of this chapter.

14. **TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION:** Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. TDLR will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

15. **CANCELLATION:** Unless otherwise specified in the solicitation, TDLR may cancel the purchase order without penalty, either in whole or in part for any reason.

16. **STATE LAWS:** The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas.

17. **CONSTRUCTION:** The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by TDLR.

18. **DISCRETIONARY EXTENSION:** Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the TDLR mutually agree to extension and pricing during the extension period.

19. **FORCE MAJEURE:** TDLR may grant relief if performance on the contract is prevented or hampered by events beyond the control of the vendor/ contractor because of fire, flood, weather, strikes, civil disturbances, and others of like nature.

20. **INDEPENDENT CONTRACTOR:** Contractor or Contractor's employees, representatives or agents shall serve as an independent contractor in providing any services under this Contract. Contractor and Contractor's employees, representatives, an agents shall not be employees of TDLR or the State of Texas.

21. **IMMIGRATION:** Contractor agrees to comply with the Immigration Reform and Control Act of 1986, and Immigration Act of 1990 regarding employment verification and retention of verification forms of any individuals who will perform any labor or services under this contract.

22. In compliance with the provisions of Texas Government Code Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, 34 TAC §20.36, information obtained from the CPA's Vendor Performance Tracking System (<http://www2.cpa.state.tx.us/stpurch/ventoc.html>) may be used in evaluating responses to solicitations for goods and services to determine the best value for the state.

23. TDLR reserves the right NOT to consider a response from a bidder whose same, or similar, goods or services to TDLR have been documented as unsatisfactory in providing the same goods or service.

24. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system and will require all subcontractors, if applicable, to do the same to the extent required by federal law. TDLR is entitled to and may demand written proof of compliance.

25. The Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

PROPOSAL REQUIREMENTS

These are required of the vendor prior to evaluation from the team

Proposal Filed Timely
 Proposal Format
 Execution of Offer
 Vendor performance reports
 HUB subcontracting plan
 Federal & State Requirements

PERCENT

SECTION ONE

12.00%

1. SCOPE

1.2. Study Material	2.00%
1.3. Experience	5.00%
1.5. Develop/Implement Exams & Letters in Multiple Languages	2.00%
1.6. Locations	2.00%

2. CONTRACT TERM

Vendor can start on September 1, 2015	1.00%
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SECTION TWO

57.00%

2.1. EXAMINATION DEVELOPMENT

2.1.1. Examination Construction	6.00%
2.1.2. Multiple Language Support	2.00%
2.1.3. Examination Quality Control	1.00%
2.1.4. Technical & Statistical Examination Analysis	1.00%
2.1.5. Cut Score Studies	1.00%
2.1.6. Appeal & Legal Support	1.00%
2.1.7. Special Examinations ADA	1.00%

2.2. EXAMINATION DELIVERY

2.2.1. Electronic Eligibility	3.00%
2.2.2. Notify Applicant	2.00%
2.2.3. Scheduling	2.00%
2.2.4. Rescheduling	1.00%
2.2.5. Refunds	1.00%
2.2.6. Administration & Results	6.00%
2.2.7. Electronic Testing System	5.00%

2.3. EXAMINATION SECURITY

2.3.2. Passport Quality Photo/Digital Signature	3.00%
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2.3.3. Video Monitoring	6.00%
2.3.4. Lockable Storage	1.00%
2.3.5. Scan Identification Documents	1.00%
2.3.6. Additional Security Measures (If Any)	1.00%
2.4. STUDY MATERIALS	
Production of Material/Outlines/References/Samples (Including Web-Based Simulation)	1.00%
2.5. APPLICANT INQUIRIES	
2.5.1. No Score Report or Inaccurate	1.00%
2.5.2. Examination Results Storage	1.00%
2.5.3. Applicant Reports/Letters	1.00%
2.5.4. Reports to the Department	1.00%
2.6. EQUIPMENT MAINTENANCE	1.00%
2.7. EDUCATION SEMINARS & DEPARTMENT MEETINGS	1.00%
2.8. TECHNOLOGY CHANGES	1.00%
2.9. SPECIAL EXAMINATION SITUATIONS	1.00%
2.10. ADDITIONAL FEATURES	1.00%
2.11. OPTIONAL SERVICES	
2.11.1. Optional Exam Development Services	1.00%
2.11.2. Optional Exam Delivery Services	1.00%
ATTACHMENT B	11.00%
4. VENDOR INFORMATION	
Financial Stability	2.00%
5. VENDOR QUALIFICATION & EXPERIENCE	
Examinations Certified by National Organizations	6.00%
6. PROPOSED WORKPLAN	
Detailed Project Workplan	2.00%
7. PROJECT APPROACH & METHODOLOGY	1.00%
COST	20.00%
Based on the Cost Spreadsheet	



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1: RESPONDENT AND REQUISITION INFORM

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

Enter your company's name here: _____

Requisition #: _____

SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/proq/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- ☐ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

- a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

Rev. 10/14

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>.

Item Number: _____ Description: _____

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: _____

Requisition #: _____

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-qfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, to continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 10/14

Enter your company's name here: _____

Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

Company Name: _____
Point-of-Contact: _____
E-mail Address: _____

State of Texas VID #: _____
Phone #: _____
Fax #: _____

Agency Name: _____
Point-of-Contact: _____
Requisition #: _____

Phone #: _____
 Bid Open Date: _____
 (mm/dd/yyyy)

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than on .

Central Time Date (mm/dd/yyyy)

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable

ATTACHMENT H

CONFLICT OF INTEREST AND ANTITRUST STATEMENT

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR OFFER. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE OFFER.

By signature hereon, the respondent certifies under penalty of perjury of the laws of the State of Texas that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. .

Neither the respondent or the firm, corporation, partnership, or institution represented by the respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this Offer, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Proposal as defined in Rule 1 TAC 111.2.

Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Respondent is in compliance with TGC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, respondent shall provide the following information as an attachment to this response. Name of former executive, name of state agency, date of separation from state agency, position with respondent, and date of employment with respondent.

In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15.

In connection with this bid, neither I nor any representatives of the Company have violated federal antitrust law.

Neither I nor any representatives of the company have directly or indirectly communicated any of the contents of this bid to a competitor of the company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I am duly authorized to execute this Statement on behalf of the vendor listed below.

RESPONDENT: _____

SIGNATURE: _____

NAME (TYPED/PRINTED): _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FAX/SCMILE NO.: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

ATTACHMENT I
CRIMINAL CONVICTION CERTIFICATION

This Criminal Conviction Certification Form is incorporated as part of Vendor/Contractor's proposal and any resulting Agreement for all purposes.

Vendor/Contractor represents and warrants that it shall comply with all of the following requirements:

Vendor/Contractor must take appropriate steps and perform due diligence — at a minimum, as described in this Exhibit I -- to become informed as to each assigned employee's felony criminal convictions, if any, and must promptly inform TDLR's Contract Administrator of any such felony criminal convictions for any assigned employee. At a minimum, Vendor/Contractor must take these appropriate steps and perform due diligence at each of these three (3) intervals: (1) within the seven (7) business days immediately prior to submission of Vendor/Contractor's proposal; (2) within the seven (7) business days prior to the proposed effective date of any renewal or extension of this Agreement; and (3) within the seven (7) business days prior to requesting approval for assignment of a new employee (such as a substitute employee). Vendor/Contractor must inform TDLR in writing within three (3) business days of Vendor/Contractor's receipt of any information on any felony convictions of assigned employees obtained from any of these steps at any of these intervals.

At each of the above three (3) intervals, Vendor/Contractor must take minimum steps to review and perform due diligence of every assigned employee's criminal history. Vendor/Contractor's minimum steps shall include, at a minimum, (1) Vendor/Contractor's compliance with Vendor/Contractor's published employee policies and procedures for background and criminal checks of Vendor/Contractor's employees and (2) Vendor/Contractor's comprehensive search of the public information portion of an online criminal conviction database, such as the DPS criminal conviction database at: <https://records.txdps.state.tx.us/DpsWebsite/> If such DPS criminal conviction database is not appropriate for a particular assigned employee, Vendor/Contractor must submit with its proposal, its renewal or extension, or with its request for assignment, as appropriate, sufficient documentation that an equivalent or more extensive search was conducted and that the alternative is appropriate for that assigned employee.

Upon request by TDLR, Vendor/Contractor must provide to TDLR, no later than five (5) business days after receiving such request, the written results of these minimum steps for all assigned employees.

For purposes of this Exhibit I, "assigned employees" includes, without limitation, all employees or personnel, for example, who will or may (1) be assigned as lead or key employees or personnel under this Agreement; (2) interact on site at TDLR's premises with any TDLR personnel, assets, records or resources in connection with this Agreement; or (3) otherwise access or interact with any assets, records or resources of TDLR in connection with this Agreement.

By signing this form and initialing the appropriate space, Vendor/Contractor represents and warrants that it took the above minimum steps and performed due diligence as required by this Exhibit I to become

informed as to each assigned employee's felony convictions. If one or more proposed individuals have felony convictions, Vendor/Contractor must describe the nature and timing of each conviction in a separate letter as part of Vendor/Contractor's proposal (and in its renewal or extension, request for assignment, etc., as appropriate).

If TDLR becomes aware that the completed certification form is false, or if Vendor/Contractor fails to promptly advise TDLR of a felony criminal conviction occurring after the certification becomes effective, Vendor/Contractor shall be in breach of this Agreement and TDLR shall have the option to terminate the Agreement without further obligation to Vendor/Contractor and may pursue all other remedies and rights available to TDLR under this Agreement, at law, or in equity.

Vendor/Contractor must have an authorized company representative initial and sign this document in the blanks provided below, and must return the initialed and signed form along with the other required paperwork with its proposal (and as appropriate, its renewal or extension, or with its request for assignment).

Vendor/Contractor shall indicate, by initialing in the space provided to the left of applicable Services 1-3 below, its intent to comply with these provisions. Vendor/Contractor **SHALL, IN EVERY CASE, INITIAL ITEM 2** and initial **EITHER** Item 1 **OR** 3 as applicable. Additionally, Vendor/Contractor shall sign, date, and provide the title of the person executing this Criminal Conviction Certification on its behalf in the space provided below at the end of this document.

1. _____ Vendor/Contractor represents and warrants that it performed all minimum steps and due diligence described in this Exhibit I and that all currently assigned employees and all employees proposed for assignment have no felony criminal convictions. (If Vendor/Contractor cannot make this unqualified representation and warranty, Vendor/Contractor must initial blank #3 below and provide the detailed letter as an attachment to this Exhibit I, detailing and explaining any such convictions.)
2. _____ Vendor/Contractor represents and warrants that it shall notify TDLR's Contract Administrator in writing if any future proposed employee (for example, a substitute or other newly assigned employee) has any felony criminal conviction or if any information for any previously assigned employee has changed, no later than three (3) business days prior to such proposed employee's proposed assignment starting date or no later than three (3) business days after Vendor/Contractor's receipt of such changed information, whichever is applicable.
3. _____ Vendor/Contractor represents and warrants that it performed all minimum steps and due diligence described in this Exhibit I and that all currently assigned employees and all employees proposed for assignment have no felony criminal convictions except those noted on the attached separate letter. Vendor/Contractor represents and warrants that it has attached a separate letter with this Exhibit I and that the attached detailed information describes the nature and timing of each felony conviction for each employee listed.

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative

Title of Authorized Representative

IMPORTANT NOTICE: IF YOUR RESPONSE TO THIS SOLICITATION DOES NOT CONTAIN ONE ORIGINAL OF THIS FULLY COMPLETED, INITIALIED AND SIGNED EXHIBIT, YOUR RESPONSE MAY BE AUTOMATICALLY DISQUALIFIED FOR FAILURE TO COMPLY WITH THE ADVERTISED SPECIFICATIONS, EVEN IF ALL OTHER MINIMUM QUALIFICATIONS, LETTERS AND EXHIBITS ARE FULLY COMPLETED, INITIALED, SIGNED AND RETURNED. IN THE PROPOSAL RESPONSE MARKED "ORIGINAL", CONSULTANTS MUST ENSURE BOTH FULL COMPLETION AND ORIGINAL INK INITIALS AND SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF CONSULTANT.

ATTACHMENT J

CONTRACT

EXAMINATION SERVICES AGREEMENT

BETWEEN

TEXAS DEPARTMENT OF LICENSING & REGULATION

AND

[Selected Vendor/Contractor]

Contract No. _____

This agreement ("Contract") is entered into by the Texas Department of Licensing and Regulation ("TDLR"), an agency of the State of Texas, and [Selected Vendor/Contractor] ("Vendor/Contractor"), located at [address information].

I. Recitals

Whereas, on February 25, 2015, TDLR issued a Request for Proposals ("RFP") to qualified, independent firms and individuals to provide Examination Services to TDLR as set forth in the RFP;

Whereas, Vendor/Contractor submitted a proposal dated _____, 2015 in response to TDLR's RFP ("Proposal");

Whereas, Vendor/Contractor was selected as the Selected Vendor/Contractor.

The parties hereby agree as follows:

II. Services and Standards of Performance

Vendor/Contractor shall provide to TDLR all of the Services and deliverables described in and in the manner required by all of the following documents:

This ____ () page document;

Exhibit A: TDLR's RFP;

Exhibit B: Authorized Personnel and Compensation;

Exhibit C: Agreed Workplan;

Exhibit D: Vendor/Contractor's Proposal; and

Exhibit E: HUB Subcontract Plan.

All of the above are attached to and incorporated as part of this Contract for all purposes. All terms and conditions of TDLR's RFP shall apply.

In the case of conflicts between this ____ () page document and any of the above exhibits, the following shall control in this order of priority:

This ____ () page document;

Exhibit A: TDLR's RFP;

Exhibit B: Authorized Personnel and Compensation;

Exhibit C: Agreed Workplan;

Exhibit D: Vendor/Contractor's Proposal; and

Exhibit E: HUB Subcontract Plan.

Vendor/Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide all of the required consulting services to TDLR in the manner required by this Contract.

III. Personnel

Vendor/Contractor shall act as an independent contractor in providing services under this Contract. Vendor/Contractor's employees shall not be construed as employees of TDLR in providing services under this Contract. Vendor/Contractor shall assign to this Contract only those persons as employees who are approved by TDLR's project manager specified in the RFP. Vendor/Contractor shall assign only qualified personnel to this Contract. As of the date of TDLR's execution of this Contract, TDLR's project manager has authorized the personnel listed in Exhibit B of this Contract to provide services under this Contract. Vendor/Contractor shall not be reimbursed for any changes in staff or employees or their classifications, as approved by TDLR's project manager, unless previously approved by TDLR in accordance with the Change Management provision of the RFP. Vendor/Contractor represents and warrants that none of its employees, including, but not limited to, those authorized to provide services under this Contract, are present or former employees of TDLR. Vendor/Contractor shall provide to TDLR prior written notice of any proposed change in personnel involved in providing services under this Contract. The actual change in personnel shall occur only after Vendor/Contractor has received TDLR's prior written approval. The foregoing conditions relating to changes in personnel shall apply regardless of the reason for such proposed change in personnel.

IV. Evaluation and Written Acceptance

Prior to authorizing any invoices for payment under Paragraph VI of this Contract, TDLR shall evaluate Vendor/Contractor's performance against the Standards of Performance and with all other requirements of this Contract. Prior to authorizing any such payments, TDLR shall evaluate and specifically reserves the right to provide written notice of TDLR's

acceptance of Vendor/Contractor's services under the procedures described in this Contract.

V. Payments

Vendor/Contractor shall submit all statements for services and expenses incurred to TDLR every thirty (30) days, as set out in the Agreed Workplan, for approval prior to payment. In submitting these statements, Vendor/Contractor acknowledges and by execution of this Contract certifies to the following: that invoices have been carefully reviewed for detailed description of the Services performed; that the Services have been performed in compliance with the Contract; that the amount of the invoice and all previous invoices together does not exceed the contractual cap of the Contract, Vendor/Contractor's Cost Proposal, or negotiated fees; that the charges and expenses shown on the invoices are reasonable and necessary; that travel expenses are compliant with State of Texas travel guidelines and rates; and that all appropriate and required supporting documentation is attached. TDLR may, in its sole discretion, require additional documentation to support payment and Vendor/Contractor shall respond to any such requests within five (5) days of receipt. All payments hereunder shall be subject to the Texas Prompt Payment Act.

In any event, total payments by TDLR to Vendor/Contractor under this Contract shall not exceed [To be added before Contract signature] and no/100 Dollars (\$XXXXXXX) **inclusive of all Vendor/Contractor's fees and expenses whatsoever. No other amounts shall be paid.**

VI. Term and Termination

This Contract shall become effective on the date signed by TDLR, after having first been signed by Vendor/Contractor, and shall terminate on August 31, 2017, unless otherwise sooner terminated as provided in this Contract. Further, TDLR reserves the right, in its sole judgment and discretion, to renew this Contract for two (2) additional two (2) year terms, upon reasonable written notice to Vendor/Contractor. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, dispute resolution, right-to-audit, and records shall survive the termination or expiration dates of this Contract. Further, Vendor/Contractor's obligation to provide legislative testimony and support under this Contract to TDLR shall survive the termination or expiration of this Contract.

In addition to the Contract termination provisions included in the RFP, TDLR may, in its sole discretion, terminate this Contract for cause or convenience upon thirty (30) days written notice to Vendor/Contractor, with no further liability to any party whatsoever to TDLR upon such effective date of termination. Such notice may be provided by facsimile or certified mail; return receipt requested and is effective upon Vendor/Contractor's receipt.

VII. Confidentiality and Open Records

Vendor/Contractor understands that TDLR is bound by the provisions of the Texas Public Information Act (formerly the Texas Open Records Act) and Attorney General Opinions issued under that statute. Within three (3) days of receipt, Vendor/Contractor will refer to TDLR any third party requests, received directly by Vendor/Contractor, for information to

which Vendor/Contractor has access as a result of or in the course of performance under this Contract.

Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a PDF, Excel, or Word format that is accessible by the public at no additional charge to the state.

VIII. Insurance

Vendor/Contractor represents and warrants that it will, within five (5) business days of executing this Contract, provide TDLR with current certificates of insurance with the following insurance coverages for Vendor/Contractor and Vendor/Contractor's employees:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract; to include at a minimum:

Employers Liability: Each Accident \$1,000,000
Disease- Each Employee \$1,000,000
Disease-Policy Limit \$1,000,000

Commercial General Liability Insurance \$500,000 minimum each occurrence;
\$2,000,000 minimum aggregate limit;

Bodily Injury and Property Damage
Each occurrence limit: \$1,000,000
Aggregate limit: \$2,000,000
Medical Expense each person: \$5,000
Personal Injury and Advertising Liability: \$1,000,000
Products /Completed Operations Aggregate Limit: \$2,000,000
Damage to Premises Rented to You: \$50,000

Errors and Omissions Insurance: \$250,000 minimum each occurrence limit;
\$500,000 minimum aggregate limit.

Vendor/Contractor represents and warrants that all of the above coverages are with companies licensed in the State of Texas, with "A" rating from Best, and authorized to provide the corresponding coverages. Vendor/Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TDLR. Vendor/Contractor represents and warrants that it shall maintain all of the above insurance coverages during the term of this Contract.

IX. INDEMNIFICATION

ACTS OR OMISSIONS:

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CUSTOMERS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

INFRINGEMENTS

- A. VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CUSTOMERS, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.**
- B. VENDOR SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY: (I) USE OF THE PRODUCT OR SERVICE FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED, (II) ANY MODIFICATION MADE TO THE PRODUCT WITHOUT VENDOR'S WRITTEN APPROVAL, (III) ANY MODIFICATIONS MADE TO THE PRODUCT BY THE VENDOR PURSUANT TO CUSTOMER'S SPECIFIC INSTRUCTIONS, (IV) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY**

OR LICENSED TO CUSTOMER, OR (V) ANY USE OF THE PRODUCT OR SERVICE BY CUSTOMER THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT.

- C. IF VENDOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR CUSTOMER PROVIDES VENDOR WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, VENDOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST CUSTOMER, SHALL), AT VENDOR'S SOLE OPTION AND EXPENSE; (I) PROCURE FOR THE CUSTOMER THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE, OR (II) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALLY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT CUSTOMER'S USE IS NON-INFRINGEMENT.**

TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY.

- A. VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.**
- B. VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE**

OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

X. Dispute Resolution

Chapter 2260 of the Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, TDLR has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code, Sections 1.360-1.387, and may adopt revisions to these throughout the term of this Contract, including any extensions. Vendor/Contractor shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by TDLR and Vendor/Contractor to attempt to resolve any claim for breach of Contract made by Vendor/Contractor under this Contract:

- (A) Vendor/Contractor's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Vendor/Contractor shall submit written notice, as required by Chapter 2260, to the Deputy Executive Director of TDLR or his or her designee. Said notice shall also be given to all other representatives of TDLR and Vendor/Contractor otherwise entitled to notice under this Contract. Compliance by Vendor/Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- (B) The contested case process provided in Chapter 2260 is Vendor/Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by TDLR if the parties are unable to resolve their disputes under subparagraph (A) of this Section.
- (C) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civ. Prac. and Rem. Code. Neither the execution of this Contract by TDLR nor any other conduct of any representative of TDLR relating to this Contract shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Contract, the following shall apply:

Should a dispute arise out of this Contract, TDLR and Vendor/Contractor shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by TDLR and Vendor/Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. Vendor/Contractor shall pay all costs of the mediation unless TDLR, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, TDLR and Vendor/Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this section is to reasonably ensure that TDLR and Vendor/Contractor shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. TDLR's participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by TDLR of (1) any rights, privileges, defenses, remedies or immunities available to TDLR as an agency of the State of Texas or otherwise available to TDLR; (2) TDLR's termination rights; or (3) other termination provisions or expiration dates of this Contract.

Notwithstanding any other provision of this Contract to the contrary, Vendor/Contractor shall continue performance and shall not be excused from performance during the period any breach of Contract claim or dispute is pending under either of the above processes; however, Vendor/Contractor may suspend performance during the pendency of such claim or dispute if Vendor/Contractor has complied with all provisions of §2251.051, Tex Gov't Code, and such suspension of performance is expressly applicable and authorized under that law.

XI. Representations, Warranties, and General Provisions

11.1 Family Code. Under Section 231.006 of the Texas Family Code (relating to child support), Vendor/Contractor represents and warrants that Vendor/Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

11.2 Eligibility. Under Section 2155.004 of the Texas Government Code, Vendor/Contractor represents and warrants that Vendor/Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate.

11.3 Liability for Taxes. Vendor/Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Vendor/Contractor or its employees. TDLR shall not be liable for any such taxes resulting from this Contract.

11.4 HUBs. Vendor/Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements of this Contract.

11.5 Amendments. Except as provided in Section 11.12 of this Contract, this Contract may be amended only upon written agreement between TDLR and Vendor/Contractor; however, this Contract may not be amended so as to make it conflict with the laws of the State of Texas.

11.6 Applicable Law; Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought for any breach of this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

11.7 Time Limits. Time is of the essence in the performance of this Contract. Vendor/Contractor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this Contract.

11.8 Assignments. Vendor/Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

11.9 Partially Completed Work. No later than the first calendar day after the termination of this Contract, or at TDLR's request, Vendor/Contractor shall deliver to TDLR all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. Vendor/Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of TDLR.

11.10 Federal, State, and Local Requirements. Vendor/Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Vendor/Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Worker's Compensation Insurance coverage. Vendor/Contractor shall comply with all Federal and State tax laws and withholding requirements. TDLR shall not be liable to Vendor/Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements. Vendor/Contractor shall indemnify TDLR and pay to TDLR all costs, penalties, or losses resulting from Vendor/Contractor's omission or breach of this Section.

11.11 Severability Clause. In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

11.12 Applicable Law and Conforming Amendments. Vendor/Contractor must comply with all laws, regulations, requirements and guidelines applicable to a contractor providing services to the State of Texas and to a Vendor/Contractor providing professional financial or similar services to TDLR, as these laws, regulations, requirements and guidelines

currently exist and as they are amended throughout the term of this Contract. TDLR reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TDLR's or Vendor/Contractor's compliance with all applicable state and federal laws, regulations, requirements and guidelines.

11.13 No Waiver. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to TDLR as an agency of the State of Texas or otherwise available to TDLR. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to TDLR under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TDLR does not waive any privileges, rights, defenses, or immunities available to TDLR as an agency of the State of Texas, or otherwise available to TDLR, by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract. **The modification of any privileges, rights, defenses, remedies, or immunities available to TDLR must be in writing, must reference this section, and must be signed by TDLR to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to TDLR shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this contract or under applicable law.**

11.14 No Liability Upon Termination. If this Contract is terminated for any reason, TDLR and the State of Texas shall not be liable to Vendor/Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination.

11.15 Independent Contractor. Vendor/Contractor shall serve as an independent contractor in providing services under this Contract. Vendor/Contractor's employees are not and shall not be construed as employees of TDLR.

11.16 Limitation on Authority; No Other Obligations. Vendor/Contractor shall have no authority to act for or on behalf of TDLR or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor/Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of TDLR or the State of Texas.

11.17 No Other Benefits. Vendor/Contractor shall have no exclusive rights or benefits other than those set forth herein.

11.18 Patent, Trademark, Copyright and Other Infringement Claims. Vendor/Contractor shall indemnify, save and hold harmless TDLR and the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from TDLR's or Vendor/Contractor's use of or acquisition of any services or other services provided to TDLR by Vendor/Contractor or otherwise to which TDLR has access as a result of Vendor/Contractor's performance under this Contract, provided that TDLR shall notify Vendor/Contractor of any such claim within a reasonable time of TDLR's receiving notice of any such claim. Vendor/Contractor shall pay all reasonable costs of TDLR's counsel. If Vendor/Contractor is notified of any claim

subject to this Section, Vendor/Contractor shall notify TDLR of such claim within five (5) working days of such notice. If TDLR determines that a conflict exists between its interests and those of Vendor/Contractor or if TDLR is required by applicable law to select separate counsel, TDLR shall be permitted to select separate counsel and the reasonable costs of such TDLR's counsel shall be paid by Vendor/Contractor. No settlement of any such claim shall be made by Vendor/Contractor without TDLR's prior written approval. Vendor/Contractor shall reimburse TDLR and the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Vendor/Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

11.19 Supporting Documents; Right to Audit; Independent Audits.

Vendor/Contractor shall maintain and retain supporting fiscal documents adequate to ensure that claims for Contract funds are in accordance with applicable TDLR and State of Texas requirements. Vendor/Contractor shall maintain all such documents and other records relating to this Contract and the state's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Vendor/Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TDLR, the State of Texas or their authorized representatives. Vendor/Contractor shall cooperate with auditors and other authorized TDLR and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by TDLR or the State of Texas. By example and not as exclusion to other breaches or failures, Vendor/Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TDLR to immediately assess the liquidated damages for such failure. For purposes of this Section, the "State's property" includes, but is not limited to, "Work" as defined in the RFP. TDLR may require, at Vendor/Contractor's sole cost and expense, independent audits by a qualified certified public accounting firm of Vendor/Contractor's books and records or the State's property. The independent audit firm shall provide TDLR with a copy of such audit at the same time it is provided to Vendor/Contractor. TDLR retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Contract. In addition to the and without limitation on the other audit provisions of this Contract pursuant to Section 2262.003, Tex Gov't Code, the State Auditor may conduct an audit or investigation of Vendor/Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Vendor/Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Vendor/Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Contract may be amended unilaterally by TDLR to comply with any rules and procedures of the State Auditor in the implementation and enforcement of Section

2262.003. Under procedures provided by the state auditor on September 5, 2003, in addition to the above, (1) Vendor/Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds; (2) Vendor/Contractor further agrees to cooperate fully with the state auditor in the conduct of the audit or investigation, including providing all records requested; and (3) Vendor/Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors, if any, through Vendor/Contractor and the requirement to cooperate is included in any subcontract it awards; and (4) the state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Vendor/Contractor relating to this Contract.

11.20 DTPA; Unfair Business Practices. Vendor/Contractor represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit and that Vendor/Contractor has not been found to be guilty of such practices in such proceedings. Vendor/Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

11.21 Immigration. Vendor/Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.

11.22 Equal Opportunity. Vendor/Contractor represents and warrants that it shall comply with the Civil Rights Act in giving equal opportunity without regard to race, color, creed, sex or national origin.

11.23 Antitrust. Vendor/Contractor represents and warrants that neither Vendor/Contractor nor any firm, corporation, partnership, or institution represented by Vendor/Contractor, nor anyone acting for such firm, corporation or institution has violated the antitrust laws of Texas codified in 15.01, et. seq., Business and Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business.

11.24 No Conflicts; Corporate Integrity. Vendor/Contractor represents and warrants that Vendor/Contractor has no actual or potential conflicts of interest in providing services to TDLR under this Contract and that Vendor/Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety. Without limitation on the foregoing, other disclosures required under the RFP, if any, as well as other prohibited work provisions of the RFP, Vendor/Contractor shall, throughout the term of this Contract, comply with and provide all of the following: provide to TDLR, upon request, a copy of Vendor/Contractor's most recent audit, if any, together with a full disclosure of any and all internal control weaknesses, if any; disclose and describe in detail Vendor/Contractor's most recent peer review, if any, stating the date of the review and irregularities, if any, and concluding comments; disclose and describe in detail any emerging irregularities, if any,

that could materially affect TDLR's interests; describe in detail any consulting services provided by Vendor/Contractor to TDLR, if other than or additional to, those disclosed in the Proposal; and disclose and describe in detail how Vendor/Contractor examines whether Vendor/Contractor's outside auditors provide consulting or other services to Vendor/Contractor or Vendor/Contractor's clients or to TDLR. The Vendor/Contractor represents and warrants that its execution and performance of this Contract will not result in breach or default by it or by any of its affiliates under any agreement to which it or any of its affiliates is a party or result in any violation by it or any of its affiliates of any applicable law.

11.25 Financial Interests; Gifts. Vendor/Contractor represents and warrants that neither Vendor/Contractor nor any person or entity that will participate financially in this Contract has received compensation from TDLR for participation in preparation of specifications for this Contract. Vendor/Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.

11.26 ADA. Vendor/Contractor represents and warrants that it shall comply with the requirements of the Americans with Disabilities Act (ADA).

11.27 Buy Texas. Vendor/Contractor represents and warrants that it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time.

11.28 Felony Criminal Convictions. Vendor/Contractor represents and warrants that Vendor/Contractor has not and Vendor/Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor/Contractor has fully advised TDLR as to the facts and circumstances surrounding the conviction.

11.29 Notices. Any written notices required under this Contract will be by either hand delivery to Vendor/Contractor's office address specified on Page 1 of this Contract or to TDLR's General Counsel, Texas TDLR of Public Accounts, LBJ Building, 111 E. 17th Street, Austin, TX 78774, or by U.S. Mail, certified, return receipt requested, addressed to the appropriate foregoing address. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

11.30 False Statements; Breach of Representations. By signature to this Contract, Vendor/Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Vendor/Contractor signed its proposal with a false statement or signs this Contract with a false statement or it is subsequently determined that Vendor/Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Vendor/Contractor shall be in default under this Contract and TDLR may terminate or void this Contract for cause and pursue other remedies available to TDLR under this Contract and applicable law.

11.31 Force Majeure. Except as otherwise provided, neither Vendor/Contractor nor TDLR shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Force majeure is defined as those causes generally recognized under Texas law as constituting impossible conditions. Each party must inform the other in writing with proof of receipt within three business days of the existence of such force majeure or otherwise waive this right as a defense.

11.32 Debts or Delinquencies to State. Vendor/Contractor acknowledges and agrees that, to the extent Vendor/Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Vendor/Contractor is otherwise owed under or related to the Contract may be applied by TDLR toward any debt or delinquent taxes the Vendor/Contractor owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time Vendor/Contractor owes any such debt or delinquency. Vendor/Contractor shall comply with all applicable laws and regulations regarding satisfaction of debts and delinquencies to the State of Texas.

11.33 Prohibited Use of Appropriated or other Funds Under Control of State Agency; Lobbying. Vendor/Contractor represents and warrants that TDLR's payments to Vendor/Contractor and Vendor/Contractor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by §556.005 or §556.008, Tex. Gov't. Code.

XII. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

XIII. Merger

This Contract contains the entire agreement between Vendor/Contractor and TDLR relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Contract shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

XIV. Funding

TDLR's performance of its obligations under this Contract is contingent upon and subject to the availability of and actual receipt by TDLR of sufficient and adequate funds from the sources contemplated by this Contract. This Contract is subject to immediate cancellation or termination, without penalty to TDLR or the State of Texas, subject to the availability and receipt of these funds. In addition, TDLR is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature. If TDLR becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render the services to be provided under this Contract impossible or unnecessary, TDLR may terminate this Agreement without penalty to TDLR or the State of Texas. In the event

of a termination or cancellation under this Section, TDLR shall not be required to give

notice and shall not be liable for any damages or losses caused or associated with such termination or cancellation.

Texas Department of Licensing and Regulation

[Selected Vendor/Contractor]

By: _____
William H. Kuntz, Jr.
Executive Director

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

ATTACHMENT J
Exhibit 1 to Contract

TDLR's RFP

TDLR's RFP, issued February 25, 2015, TDLR's official responses to questions dated [insert date] (collectively "RFP"), is incorporated by reference into this Contract as Exhibit 1 of this Contract.

ATTACHMENT J
Exhibit 2 to Contract

Authorized Personnel and Compensation

Vendor/Contractor's authorized personnel are those individuals specified in the "Proposed Personnel" portion of its Proposal; however, Vendor/Contractor may not use in its performance of this Contract any individuals whose services are prohibited by the following standard exceptions arising under State of Texas procurement law:

- (1) Vendor/Contractor understands that it may not use personnel in its performance of this Contract any individual previously employed by TDLR within the past twelve months. Section 2252.901, Texas Government Code.
- (2) Vendor/Contractor understands that it may not use personnel in its performance of this Contract any individual previously employed by TDLR within the two years prior to its proposal without making the disclosures required by law. Section 2254.033, Texas Government Code.

Compensation:

Vendor/Contractor's sole compensation under this Contract shall be determined as described in Section VI of this Contract.

ATTACHMENT J
Exhibit 3 to Contract

FINAL WORKPLAN

Upon final written approval of TDLR's Project Manager, the final agreed Project Workplan shall be incorporated by reference into this Contract as Exhibit 3.

Initial for identification:

Ray Pizarro
Project Manager

Date: _____

[The Successful Vendor/Contractor]

Date: _____

ATTACHMENT J
Exhibit 4 to Contract

Vendor/Contractor's Proposal

Vendor/Contractor's Proposal dated _____ is incorporated by reference into this Contract as Exhibit 4.

ATTACHMENT J
Exhibit 5 to Contract

HUB Subcontract Plan

Vendor/Contractor's approved, agreed HUB Subcontract Plan is attached hereto incorporated by reference into this Contract as Exhibit 5.